created by the acceptance of rent. *Held*, that it was another tenancy for seven months. *Farbman* v. *Meyers*, 77 Leg. Intel. 642.

Where a tenant holds over and the landlord assents, the length of the new term is fixed by implication of law. *Robinson* v. *Holt*, 90 Ala. 115, 7 So. 441; *Souhami* v. *Brownstone*, 177 N. Y. Supp. 726. Most cases hold that where the original tenancy was for a year or more the new tenancy is from year to year or for a year. *Smith* v. *Bell*, 44 Minn. 524, 47 N. W. 263; *Condon* v. *Brockway*, 157 Ill. 90, 41 N. E. 634. The view has also been taken that the length of the period for which rent is computed delimits the new term. *Kaufman* v. *Mastin*, 66 W. Va. 99, 66 S. E. 92. Where the expired lease was for a period less than a year it has been held that the new term was of the same duration as the old one. *Waterman* v. *Le Sage*, 142 Wis. 97, 124 N. W. 1041; *Wood* v. *Gordon*, 18 N. Y. Supp. 109; *Ballenbacker* v. *Fritts*, 98 Ind. 50. But the implied term has also been decided to be from month to month. *Eastman* v. *Richard & Co.*, 29 Can. Sup. Ct. Rep. 438. In the case of odd termed leases, as in the principal case, it would seem that the parties rarely contemplate the duplication of the original period. In the absence of needed legislation it would therefore be better to imply a tenancy from month to month.

MARRIAGE — NULLIFICATION — FRAUD WHERE MARRIAGE IS UNCONSUMMATED. — Immediately after her marriage and before its consummation the petitioner discovered that her husband was a repulsively immoral man and left him. She now asks for nullification of the marriage on the ground of fraud. *Held*, that a decree will issue. *Ysern* v. *Horter*, 110 Atl. 31 (N. J.).

Fraud as to material facts which induce consent to marriage is a well recognized ground for annulment. See Franklin G. Fessenden, "Nullity of Marriage," 13 HARV. L. REV. 110, 113. English courts refuse a decree except where the fact of impotency or the identity of a party has been concealed by fraud. *Napier* v. *Napier*, [1915] P. 184; *Moss* v. *Moss*, [1897] P. 263. But in America courts have widened the doctrine to include cases of antenuptial pregnancy, incurable contagious disease at the time of the marriage, and intention never to consummate the marriage. *Reynolds* v. *Reynolds*, 3 Allen (Mass.), 605; *Svenson* v. *Svenson*, 178 N. Y. 54, 70 N. E. 120; *Bolmer* v. *Edsall*, 90 N. J. Eq. 299, 106 Atl. 646. See 24 HARV. L. REV. 157. Courts have refused steadily to decree annulment for misrepresentation as to disposition, habits, or moral character and have seemed to consider consummation of the marriage immaterial. *Wier* v. *Still*, 31 Iowa, 107; *Williamson* v. *Williamson*, 34 App. D. C. 536. *Contra*, *King* v. *Brewer*, 8 Misc. 587, 29 N. Y. Supp. 1114; *Weill* v. *Weill*, 104 Misc. 561, 172 N. Y. Supp. 589. The New Jersey court follows the tendency of the New York cases by holding that fraudulent concealment of immoral character is a ground for annulment if the marriage is unconsummated. The prevailing view is that consummation is not an essential of a valid marriage. *Franklin* v. *Franklin*, 154 Mass. 515, 28 N. E. 681. See 32 HARV. L. REV. 848, 849. Since the court probably would have refused annulment had there been consummation, it seems that the principal case goes too far by its destruction of the marriage status.

NEW TRIAL — GROUNDS FOR GRANTING NEW TRIAL — NECESSITY FOR PREJUDICIAL ERROR. — Plaintiff, upon the evidence, was entitled to a verdict against the defendant for either $153.90 or $169.12 or nothing. The jury returned verdict for $153. *Held*, that the *defendant* is entitled to a new trial. *De Corte* v. *Trichinsky*, 102 N. Y. Supp. 749.

The case is wrong and absurd. It is clear that a compromise verdict is not involved. Nor was the defendant prejudiced — quite the opposite. If the court did not care to correct the error summarily of its own motion, surely "*de minimis*" applies. Incidentally the costs of the motion were $30.